

Broiler Agreement

THIS AGREEMENT, is made and entered into effective this day of by and between MBA Poultry, L.L.C. , a Nebraska limited liability company with its principle place of business in Tecumseh, Nebraska, hereinafter referred to as "MBA" and of hereinafter referred to as "Grower".

WITNESSETH:

WHEREAS, Grower has constructed and in place the poultry grower barns described in Exhibit "C" to this agreement (with each building referred to as a "Unit" and with real estate and Unit(s) referred to collectively as the "Facilities") and is the owner of the Facilities located in in the State of Iowa; and

WHEREAS, MBA owns broilers that it desires to have grown to market weights and desires to utilize the services of Grower to perform day-to-day care and feeding of MBA's broilers at the Facilities. Grower desires to accept placement of day old chicks and grow the broilers to market weight as determined by MBA. Grower desires to provide MBA with exclusive use of the Facilities for MBA's broilers during the term of this agreement and accepts responsibility for the growing of the broilers on the term set forth in this agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows;

1. Unit Specifications and Operation. The Unit(s), being 76' X 432', have a total capacity of 41,040 bird spaces (spaces determined by dividing the total number of usable square feet of mature bird (4.5#) space in the Unit(s) by .8). MBA agrees to place in Facilities a range of approximately 42,000 to 46,000 broiler chicks per Unit for contract growing as herein agreed, the range will be reflective of the seasonal changes. Grower has or shall obtain all necessary permits and authorizations to operate the Facilities (including but not limited to, all required county and local zoning approvals and all required state Department of Natural Resources (or assigned state or county agency or body) operating and water withdrawal permit(s) and shall be responsible for all costs and fees associated with the operation of the Unit(s), except as otherwise provided herein.
2. Facility Access. The Facilities shall be maintained by Grower during the term of this Agreement exclusively as a broiler grower facility for MBA's chickens. Grower agrees to permit MBA personnel to enter the Facilities at any reasonable time for inspection purposes and/or to remove MBA's broilers and agrees to grant MBA permanent access to the Facilities, including all necessary rights of ingress and egress, for a period not less than the term of this Agreement. Grower will not allow any person (other than its personnel and MBA personnel) to have access to the Facilities without prior written approval of MBA. Grower shall maintain all access roads and service lanes to and at the Facilities at all times during the year so as to allow feed truck and semi-tractor/trailer access to the Facilities without damage or delay. Grower shall be responsible for all wrecker, towing and other charges caused by Grower's failure to so maintain such access roads and service lanes.

3. Delivery of Birds to Facilities. MBA will arrange and pay for the cost of transporting and delivery of healthy chicks to the Facilities. MBA will give the Grower at least three (3) days advance notice of delivery dates of its chicks to the Facilities. Grower shall provide adequate all-weather area to unload and house the chicks into the Unit(s) in a timely manner. Grower shall be present at time of placement and acknowledge the number of MBA chicks placed and the apparent health and condition at delivery. Grower acknowledges that MBA may stock the Unit(s) with more or less chicks than the number of birds indicated by the number of bird spaces, but MBA agrees to not stock the Unit(s) at a rate exceeding 1 mature 4.5# bird per every .7 square feet of usable barn space in the Unit(s).
4. Duties of the Grower. During the term of this Agreement, Grower will be responsible for the following duties with respect to growing MBA's broilers at the Facilities:
 - a) Personnel. Grower shall be responsible for the day-to-day management of the Facilities and the growing of MBA's broilers. Grower may employ manager(s) and other necessary personnel at the Facilities to carry out the Grower's duties in this regard, provided that Grower shall be solely responsible for the actions and decisions of Grower's personnel. Grower shall coordinate the growing activities at the Facilities in consultation with MBA's Production Supervisor. Grower and MBA's Production Supervisor shall meet on a periodic basis to evaluate the performance of Grower's personnel. If such personnel are not, in the reasonable opinion of MBA's Production Supervisor, performing up to MBA's strict grower performance standard, MBA may request that Grower replace such personnel. Upon the request of Grower, MBA's Production Supervisor will consult at no charge with the Grower regarding the hiring of personnel for the Facilities.
 - b) General Management Responsibilities. Grower will grow and care for MBA's broilers with all modern animal husbandry practices and shall follow all reasonable directions provided by MBA for the rearing and care of such broilers. All of MBA's broilers must be raised in strict accordance with MBA's feeding program and management program, as communicated from time to time by MBA to Grower. Grower will specifically (i) implement rodent and fly control procedures in and around Facilities; (ii) implement and maintain all flock health and disease control procedures and standards reasonably required by MBA (including the administration of any drugs and/or medications); (iii) maintain daily observation of all birds on a thorough enough basis to ensure that feeders, waterers and ventilation equipment are functioning properly; (iv) keep dogs, cats and domestic animals out of the Facilities; and (v) shall not raise any poultry or birds of any kind other than those set forth in this Agreement unless approved in writing by MBA. Grower shall maintain accurate records with respect to MBA's broilers as required and on forms provided by MBA.
 - c) Maintenance. Grower will maintain the Facilities in good working order and in the same condition as when contracted, reasonable wear and tear expected. Grower shall routinely check and maintain feed systems, water lines and waterers, and ventilation systems in proper operating condition.

- d) Cleaning. Grower agrees to provide all cleaning equipment, labor and disinfectants and have the Unit(s) adequately clean and made ready, as per MBA's Production Supervisors' reasonable recommendations, to receive new chicks a minimum of 7 days after the existing flock has been loaded out of the Unit(s). If Grower does not clean and make ready the Unit(s) as set forth above, MBA may clean and prepare the Unit(s) and charge the Grower a cleaning fee of \$2,000 per Unit and such fee may be offset against any amounts due and owing Grower under terms of this Agreement.
- e) Utilities/Services. Grower will provide all necessary water, electricity, propane (or other appropriate fuel) and litter at the Facilities. Grower shall provide water via private water well or rural water for the benefit of the Unit(s). Grower guarantees access to a water source and to electricity for the term of this Agreement and will obtain all written easements needed to assure access to a water source and electricity for such period. MBA shall be named as a third-party beneficiary of all such easements.
- f) Manure Management. Grower shall be solely responsible for providing for manure or other poultry waste product removal, handling and disposal for the Facilities in compliance with all applicable laws, rules, and regulations. Grower agrees to indemnify and hold harmless MBA from any claim, loss or damage which results from Grower's failure to comply with this provision, including any loss suffered by MBA as a result of MBA being forced to relocate its broilers from Grower's Facilities for failure to comply. In the event that Grower does not comply with Grower's manure and waste disposal responsibilities under this Agreement, Grower hereby grants MBA full and complete access to the Facilities to carry out Grower's duties at the expense of the Grower. In such event, Grower agrees to indemnify and hold harmless MBA from any claim, loss or damage which results from Grower's failure to comply with this provision, including without limitation any claim, loss or damage which results from MBA's actions in performing Grower's duties hereunder.
- g) Pollution Prevention and Odor Control. Grower shall take all reasonable steps necessary to prevent any pollution associated with the operation of the Facilities and to reduce odor from the Facilities. MBA agrees to share information with the Grower as to odor control know-how and technology. Grower agrees to handle and apply manure in compliance with Grower's manure management plan. Grower shall respect all applicable setback requirements for the Unit(s) and the waste storage facility at the Facilities. Grower agrees to consider taking reasonable steps to reduce odor by the planting of windbreaks around the Unit(s) or such other means found to be reasonably acceptable.
- h) Dead Animal Disposal. Unless otherwise agreed in writing by Grower and MBA, Grower shall be responsible for disposing of all dead animals consistent with its management practices by composting or incineration, and in accordance with all regulations applicable to dead animal disposal.

- i) Insurance. Grower shall obtain standard form liability insurance coverage from bodily injury and property damage with minimum limits of \$500,000 and shall furnish MBA with certificates of insurance. MBA will provide adequate fire and wind insurance on its broilers.
 - j) Security and Biosecurity Measures. Grower shall take all reasonable steps to secure the Facilities and the Unit(s). Grower shall provide locked gates, locked buildings and security lights. Grower acknowledges receipt of and Grower's review of a copy of current biosecurity guidelines prior to the execution of this agreement by Grower. Grower agrees to follow and strictly adhere to MBA's biosecurity guidelines.
5. Grower's Warranties. Grower warrants and represents that Grower will: (i) adhere to the feeding and health maintenance programs and management recommendations provided by MBA; (ii) endeavor at all times to produce broilers of the highest quality; (iii) not use any supplies except those provided or approved by MBA; (iv) cooperate fully with MBA to provide, prepare and make available records supporting the care and feeding of MBA's broilers; and (v) comply with all laws and regulations applicable to the feeding and care of MBA's broilers.
6. Duties of MBA. MBA will be responsible for the following duties with respect to the growing of MBA's broilers at the Facilities:
- a) Feed and Supplies. MBA, at its sole expense, shall purchase and deliver to the Facilities all feed, grain, proteins, minerals, vitamins and medications (collectively, "Supplies"), required for MBA's broilers under MBA's management and feeding program. MBA shall also provide any necessary mixing, grinding or other processing of Supplies. All Supplies shall at all times remain the property of MBA and any Supplies remaining after MBA's broilers have been marketed or at the termination of this Agreement may be picked up by MBA and are solely for the use of MBA.
 - b) Veterinary Services. MBA shall provide in a timely manner and pay the cost of all veterinary service and medications. Grower may request MBA to provide such services as determined necessary for maintaining flock health and to insure proper growth and husbandry. Such requests shall be made through MBA's Production Supervisor.
 - c) Technical Advice. MBA's Production Supervisor shall make periodic visits to the Facilities to give advice and assistance to Grower and to inspect Grower's records supporting the care and feeding of MBA's broilers. Grower shall contact MBA immediately, and MBA shall respond immediately in the event of an emergency or if Grower deems it necessary to obtain the advice or services of a veterinarian. MBA shall also consult with Grower on matters related to flock health, environmental practices and compliance, and on other matters that Grower should desire to discuss from time to time. MBA will also arrange with Grower to provide training in flock management to Grower or to Grower's personnel, should Grower request such training.

7. Load Out of Broilers from Facilities. MBA shall notify Grower of the scheduled load out time and date at least three (3) business days prior to load out and shall update Grower at least twenty-four (24) hours prior to scheduled arrival of trucks for load out. MBA shall be responsible for arranging for and shall bear all cost of loading and transporting its broilers from the Facilities. Grower shall not allow any third party to remove MBA's broilers from the Facilities without the prior written consent of MBA. It is expected that the Grower or Grower's representative will be present at the Facilities at the time of load out and shall acknowledge the number of MBA's broilers loaded out at the time of load out. MBA shall indemnify Grower for damage to Facility caused by load out.
8. Payment to Grower. MBA will pay Grower as provided in Exhibit "A" attached hereto. Settlement checks will be mailed to Grower within five (5) business days after the weekend following final delivery of broilers from any and all growers which are involved in the settlements during said week.
9. Term. The term of this Agreement shall be eight (8) years from the date Grower makes the first Unit available to MBA's chicks. Grower shall receive a minimum of forty-eight (48) flocks during the eight (8) year contract term. At the end of the term, this Agreement will automatically be extended on the same terms and conditions for an additional one year period unless either party delivers written notice of termination at least 180 days prior to the scheduled termination date. Either party may terminate this Agreement upon ninety (90) days' prior written notice for a failure of the other party to comply with a material term hereof and the breaching party's failure to cure such breach within ninety (90) days after receiving such notice. Notwithstanding any other provision in this Agreement, once chicks for any turn are delivered by MBA to the Facilities, the Agreement cannot be terminated by either or both parties until such broilers are marketed by MBA and the Facilities are emptied of MBA's broilers.
10. Right of Last Refusal. Upon termination of this Agreement, should Grower decide to enter into a bona fide contract with an independent third party to grow and finish broilers in the Facilities, Grower grants to MBA a right of last refusal to match the contract terms presented by the third party by forwarding the conditions of the contract which Grower purports to sign. If MBA does not make available to Grower such contract within a 30 day period, Grower may proceed to enter into the contract with the third party on the terms presented to MBA. If the terms change, MBA shall be notified of the changes and have a new right to match the offer.
11. Ownership of MBA's Broilers/Liens. Grower understand and agrees that all broilers delivered to the Facilities are the property of MBA and the broilers and all increase thereof, if any, shall be and at all times remain the property of MBA. Grower shall have no ownership interest of any kind in any of the broilers at the Facilities. Grower shall execute and deliver such financing statement(s) or the other documents MBA reasonably deems necessary or advisable to protect MBA's ownership of the broilers. Further, Grower irrevocably waives any right Grower may have to assert and agrees not to assert or permit to be asserted by anyone any lien upon any of MBA's broilers at the Facilities and will indemnify and hold harmless from any and all such liens or claims to any such broilers or the proceeds thereof. Finally, Grower agrees to execute appropriate waivers and non-disturbance agreements in favor of MBA's

lenders upon the request of MBA.

12. Loss of Broilers/Birds. Growers shall be responsible for the loss of any broilers through theft, conversion or mysterious disappearance. Grower shall be obligated in the event the loss is not covered by MBA insurance and such broilers shall be valued at fair market value at the time of loss. The value of the broilers shall be deducted from any amounts due Grower under this Agreement and Grower shall be liable to MBA for any amount in excess of the amounts due Grower under this Agreement.
13. Waiver of Property Damage. Grower irrevocably waives any and all claims for recovery from MBA for loss or damage to Grower's property caused directly or indirectly by MBA's broilers, except where such loss or damage is caused by the negligence of MBA.
14. Third-Party Claims. Grower shall be responsible for any claims, damages or injuries to third-parties caused by Grower's management of the Facilities and hereby indemnifies and holds MBA harmless from any such claims, damages or injuries, except where such claims, damages or injuries arise from the negligence of MBA.
15. Relationship of the Parties. The relationship created by this Agreement is that of independent contract grower and broiler owner only and nothing contained herein is intended or shall be construed as creating any partnership, landlord-tenant, agency, employer-employee or other relationship. Grower shall provide at Grower's sole expense such worker's compensation insurance, unemployment compensation insurance, disability and health insurance as may be required or advisable for Grower or Grower's personnel. Grower shall comply, to the extent applicable, with all labor laws at the Facilities, including, without limitation, all OSHA requirements. Grower will be responsible for all taxes on amounts paid to Grower by MBA hereunder.
16. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, first class, postage paid, fax, or overnight courier:
 - A. If to Grower to:
 - B. If to MBA to: MBA Poultry, L.L.C.
P.O. Box 257
Tecumseh, NE 68450
17. Amendments. This agreement sets forth the entire understanding of the parties and supersedes any prior agreements, oral or written, as to the subject matter hereof. This Agreement may be amended or modified by, and only by, a written instrument executed by the parties hereto.

18. Expenses. Except as otherwise provided herein, all legal, accounting, and other costs and expenses incurred in connection with the Agreement and any related agreements and the transactions contemplated hereby and thereby shall be paid by the party incurring such expenses.
19. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors, permitted assigns and personal representatives. This Agreement shall not be assigned by any party hereto except as permitted by its expressed terms or upon the written consent upon any other party. Nothing in this Agreement, expressed or implied, its intended to confer upon any person any rights or remedies under or by reason of this Agreement. The parties agree and acknowledge that this Agreement is a contract growing agreement and not a lease of the Facilities.
20. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.
21. Waiver. The failure of any party hereto to insist in any one or more instances upon performance of any term or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligation of such party with respect thereto shall continue in full force and effect.
22. Excused Performance. Notwithstanding any other provision herein, the performance of either party to this Agreement shall be excused during any period of time when performance becomes commercially impossible due to reasons which are entirely beyond the control of such party, such as fire, explosion, accident, final governmental law or regulation or intervention and acts of God. Changes in the broiler market which impact the economic effect of this Agreement are specifically excluded from this provision, as is any failure by Grower to exercise good judgment with regard to manure disposal, etc. Upon the expiration of the time that performance is commercially impossible, the responsibilities and obligations of the parties shall resume again with full force and effect.
23. Captions. The captions herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof.
24. Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Nebraska, without reference to its conflict of law rules.
25. Mediation and Arbitration. In the event of any dispute between MBA and Grower under this Agreement, the parties acknowledge that the mediation provisions of the State of Nebraska apply. The parties agree that if such mediation does not result in the resolution of the dispute, the parties will submit such dispute to binding arbitration under the Codes of the State of Nebraska. In such event, the arbitration shall be conducted expeditiously in accordance with the Center for Public Resources Rules for Non-administered Arbitration of Business Disputes. The Center for Public Resources shall appoint a neutral advisor from its National CPR panel.

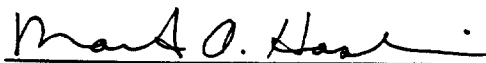
Judgment upon the award rendered by the arbitrators may be entered in any court with jurisdiction over the Facilities or the parties. The place of arbitration shall be the domiciled state of Grower. Any arbitration proceedings shall be administered by the neutral advisor in accordance with CPR rules as he/she deems appropriate, however, the following procedures shall in all events be followed: (1) mandatory exchange of all relevant documents within 45 days after initiation of arbitration, (2) no other discovery, (3) hearing before the neutral advisor which shall consist of a summary presentation by each side of not more than four hours, and (4) the final decision to be rendered within ten days following the conclusion of the hearings.

26. Change in Laws. Notwithstanding any other provision herein, in the event that any law is enacted or any rule is promulgated or any opinion is issued by the office of the Attorney General of the State of Nebraska or the State of Iowa which would have the effect of prohibiting MBA or Grower from carrying out the terms of this Agreement in the manner contemplated by MBA or Grower at the time of its execution, this Agreement shall be voidable by MBA or Grower.
27. Option to Purchase. During the term of this agreement, Grower grants MBA a right of last refusal on the Facilities. Grower shall give MBA a copy of any bona fide offer to purchase the Facilities which Grower intends to accept. MBA shall have 30 days after the receipt of such offer to purchase the Facilities on the same terms and conditions as are contained in the offer. If MBA elects to so purchase the Facilities, MBA will send to Grower a signed offer to buy which matches the terms set forth in the offer sent by Grower to MBA, and a closing of the purchase and sale will take place within 30 days thereafter. If MBA does not elect to purchase the Facilities within such 30 day period, Grower may, subject to the terms of this Agreement, proceed to sell the Facilities. If any material terms of the offer to be accepted by Grower for the Facilities changes, Grower will notify MBA of the changes and MBA will have the right to match the new offer.

IN WITNESS WHEREOF, this agreement has been executed as of the date and the year first above written.

MBA POULTRY, L.L.C.

GROWER


Mark A. Haskins, President

Date

Date

Social Security or Tax ID Number

**MBA POULTRY, L.L.C.
CAMPBELL ADDENDUM**

THIS AGREEMENT, made this day of by MBA Poultry, L.L.C., a
Nebraska limited liability company ("MBA"); and of ("Grower").

GROWER has poultry house(s) which remains under a guarantee of Herider Farms as a result of a current mortgage on the house(s). MBA and Grower have entered into a Broiler Agreement under which Grower has contracted with MBA to provide housing, equipment, supplies to maintain equipment, utilities and labor to feed, water, care for, manage and look after, in husbandlike manner, flocks of chickens owned by MBA. This Agreement supplements the "MBA POULTRY BROILER AGREEMENT."

The parties mutually agree as follows:

1. Subject to the terms of this Agreement, MBA agrees that, for each flock of Broilers placed with Grower by MBA pursuant to a Broiler Agreement, Grower will realize from said Agreement not less than \$.2250 per square foot per flock of floor space or \$7,387 (on 32,832 square feet) during the same period of time that Herider Farms/Campbell Soup Company continues to have an obligation to Grower. In the event that payments to Grower for any such flock amounts to less than such supplemented amount, MBA will pay the difference to Grower so that the said Campbell Addendum per square foot will be paid. When the Herider Farms/Campbell Soup Company obligation to Grower terminates, this addendum will also terminate, whereby, Grower and MBA will continue under the regular Broiler Agreement. MBA's obligations under this paragraph are subject to the conditions (a) that Grower shall not be in breach of the Grower Agreement, and (b) that the shortfall in revenue shall not be caused by the Grower's negligence or failure to employ good animal husbandry.
2. When payment to Grower for any flock as provided in the Broiler Agreement is greater than the amount of the said minimum provided for in paragraph 1 above, payment to Grower will be in the amount provided for in the Broiler Agreement and no payments under this Agreement will be required.
3. In the event of a disaster involving loss of all or substantially all of a flock from fire, windstorm, flood or hail, this Agreement shall not apply.
4. In the event more than 2% of a flock dies as a result of the lack of oxygen and/or heat exhaustion (when outside temperature is below 95 degrees F), the payment determined from paragraph 1 of this Agreement shall not apply.

5. If during the period of this Agreement, either MBA or Grower shall terminate all Broiler Agreements between the parties for any reason, this Agreement shall also terminate as of the date of termination of the Broiler Agreements.
6. This Agreement is supplemental to, and does not alter or replace, or release MBA or Grower from any of their respective obligations under said Agreement.
7. This Agreement becomes effective for all birds placed on Grower's farm by MBA on or after the date of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed and delivered affective as of the day and year above first written.

MBA POULTRY, L.L.C.

GROWER

Mark A. Haskins
Mark A. Haskins, President

Date

Date

EXHIBIT "A"
SCHEDULE OF PAYMENTS

I. WEIGHT COMPUTATION

The Grower shall be paid by MBA on marketable broiler live weight sold. Marketable live weight is defined as total live weight at the processing plant or other recognized scale at MBA's option, minus the total weight condemned (except plant caused) by USDA inspectors.

Condemned whole birds will be charged back based on average live weight of the load. Condemned trim pounds will be charged back at a live weight by using actual trim pounds and dividing by .65 which brings the pounds to a live weight basis.

II. GROWER FEE SCHEDULE

Each week an average production cost, exclusive of Grower payment, will be calculated on a formula cost basis for all pounds marketed during the calendar week. This cost will be designated as "Weighted Average Formula Cost". Flocks which have experienced exceptional losses due to uncontrollable factors may be eliminated from the "Weighted Average Formula Cost". MBA's decisions as to whether a flock is eliminated or not will be final. The production cost per pound, exclusive of Grower payment, will be calculated on a formula basis for each flock produced under this agreement. This cost will be designated as "Grower Formula Cost".

- A. The Grower payment for a flock with a "Grower Formula Cost" LESS than the "Weighted Average Formula Cost" will be four (4) cents per pound marketable live weight sold PLUS the amount of the difference between the "Grower Formula Cost" and the "Weighted Average Formula Cost". In all cases "Grower Formula Cost" shall be standardized among Growers.
- B. The Grower payment for a flock with a "Grower Formula Cost" MORE than the "Weighted Average Formula Cost" will be four (4) cents per pound marketable live weight sold MINUS the amount of the difference between the "Grower Formula Cost" and the "Weighted Average Formula Cost".
- C. Under no circumstances will the Grower payment be less than 3.8 cents or more than 4.2 cents per pound of marketable meat sold. MBA, at its option, may waive the maximum rate.
- D. Formula Cost shall be determined as follows:
 - 1) Total chicks placed X _____ cents per chick.
 - 2) Total pounds of feed used X _____ cents per pound.The total of the above two costs is divided by total gross pounds meat sold.

E. Example of Grower Payment:

1)	Group Weighted Average Formula Cost	15.80	cents
	Less Grower Formula Cost	<u>15.60</u>	cents
	Difference to be added to Grower pay	.20	cents
	Plus Base Payment	<u>4.00</u>	cents
	Total Grower Pay Per Pound	4.20	cents
2)	Group Weighted Average Formula Cost	15.80	cents
	Less Grower Formula Cost	<u>16.00</u>	cents
	Difference to be added to Grower pay	(.20)	cents
	Plus Base Payment	<u>4.00</u>	cents
	Total Grower Pay Per Pound	3.80	cents

F. MBA management in cooperation with the Grower Association will review and develop a revised incentive program for grower payment within 6 months of the placement of the first flock.

III. Average Heat Cost

Beginning with the first Monday in October, which will be the first week of a twenty-six week heat payment period, heat expenses for all placed flocks will be averaged and designated "Average Heat Cost." Flocks which have exceptional heat cost due to uncontrollable factors may be eliminated from the "Average Heat Cost". MBA's decisions as to whether a flock is eliminated or not will be final. Grower will be paid the amount of the "Average Heat Cost" for the week during which his flock is harvested.

IV. Settlement Checks

Settlement checks will be mailed within five (5) working days after the week-end following final delivery of birds from any and all growers which are involved in settlements during said week.

This Exhibit "A" with insertions is construed to be a part of the Broiler Growing Agreement attached.

MBA POULTRY, L.L.C.

GROWER

BY:

Mark A. Haskins

Mark A. Haskins, President

Date: _____

Date: _____

EXHIBIT "B"

RESIDUE AVOIDANCE AGREEMENT

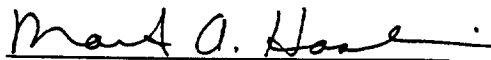
At MBA , we pride ourselves as being efficient producers of high quality poultry meat products. You, our broiler chick producer, are the foundation on which our quality is built. The quality of our products is only as good as the quality of broilers that leave your farm.

A matter critically important to the quality of our products is "Residue Avoidance". Chemical residues of all types must be avoided by our producers, you must agree not to apply any insecticides, disinfectants, herbicides, pesticides, wood preservatives, floor treatments, rodenticides or other materials to your farm premises without MBA written approval. Also, only MBA supplied feed and water medications are to be administered on you farm.

Therefore, to prevent any possibility of residue problems, I agree that as a MBA broiler producer, I understand and will abide with reasonable MBA policy, and will not use any feeds, vaccines, or medications not supplied by MBA and will not use any products that are not approved by MBA for the following application in or around poultry houses, approval by MBA cannot be unreasonably withheld and MBA must respond quickly to requests for approval:

1. Disinfectants
2. Fly Sprays
3. Pesticides
4. Herbicides for controlling weeds and grass around houses and for nearby crops and pasture application
5. Baits for rodents, mites, termite, or fire ants
6. Oiling floors, treating posts and boards
7. Other products for other uses

MBA POULTRY, INC


Mark A. Haskins, President

GROWER

Date

Date

GROWER RIGHTS AGREEMENT

THIS AGREEMENT is made effective as of the _____ of _____, by and between MBA Poultry, LLC, a Nebraska limited liability company ("Company"), and the grower identified below ("Grower").

WHEREAS, the Company intends to engage in the business of processing broilers at its plant in Tecumseh, NE; and

WHEREAS, Grower wishes to secure the right to grow broilers for the Company, and the Company is willing to commit to place birds in Grower's barns, upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises herein contained, the parties agree as follows:

1. Grower Rights. Beginning at a date in calendar year 1998 to be determined by the Company, and continuing with respect to each calendar year thereafter during the effective terms of this Agreement, Grower shall have the right, but not the obligation, to enter into an agreement ("Broiler Agreement") with the Company, pursuant to which Grower will grow broilers for the Company, and the Company will place birds in Grower's barn(s). The Broiler Agreement shall contain provisions pertaining to the number of birds, transportation and weighing, facilities, Grower services, pricing and payment, and other terms, all of which provisions and terms shall be reasonably determined by the Company.
2. Term. This Agreement shall remain in full force and effect until such time, if any, as (a) Grower shall cease to be a member of PGT Investors, LLC, an Iowa limited liability company, or (b) Grower shall breach the Broiler Agreement, at which time this Agreement shall immediately and automatically terminate.
3. Assignment. Neither this Agreement, nor Grower's rights hereunder, shall be assigned or otherwise conveyed, either voluntarily or involuntarily; by Grower, without the prior written consent of the Company. Any attempted assignment or conveyance made in noncompliance herewith shall be null and void and of no effect whatsoever.
4. Entire Agreement. This Agreement constitutes the entire contract and understanding between the parties relative to the subject matter hereof, and merges all prior discussion and agreements between them relating thereto. Neither party shall be bound by any definition, condition, provision, representation, extension, warranty, or promise relating hereto other than those expressly set forth in this Agreement or as is contemporaneously or subsequently set forth in writing and duly executed by the party to be bound thereby. This Agreement shall not be modified, altered, or amended except by a written instrument executed by the party against whom enforcement is sought.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the date first above written.

MBA POULTRY, LLC

By: Mark A. Hase

Its: President

GROWER

By: